

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0017)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and CareHere, LLC of Brentwood, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on December 10, 2015 Purchasing Office Solicitation No. 2016-011, a procurement solicitation for proposals for firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and pre-employment physicals for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department, (b) on December 17, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-011, and (c) on January 6, 2016 Addendum No. 2 to Purchasing Office Solicitation No. 2016-011 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a proposal dated January 12, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as included in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. VENDOR agrees to impose CITY’s Insurance Requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR included in SUBMITTAL CITY’s Indemnification Agreement, executed for VENDOR (“INDEMNIFICATION AGREEMENT”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

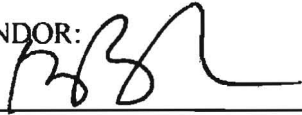
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0017)

9. VENDOR and CITY mutually agree to execute the CareHere HealthSigns Agreement as negotiated by the parties to be mutually acceptable ("CAREHERE HEALTHSIGNS AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on February 9, 2016 to VENDOR the purchase of firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and pre-employment physicals for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department, pursuant to SOLICITATION, SUBMITTAL, CITY'S TERMS, CERTIFICATE OF INSURANCE, INDEMNIFICATION AGREEMENT and CAREHERE HEALTHSIGNS AGREEMENT.
11. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) CAREHERE HEALTHSIGNS AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS 1st DAY OF April 2016

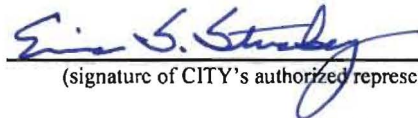
For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Chief Operating Officer

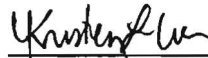
For CITY:



(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:



Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0017)

Attachment No. 1

Excerpts from SUBMITTAL

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-011

Firefighter Annual Physical Medical Exam Services for Uniformed
Personnel of the Franklin Fire Department

Presented By:



January 12, 2016

CareHere, LLC
5141 Virginia Way
Suite 350
Brentwood, TN 37027
carehere.com

Bernie Livers
Vice President of Sales and Marketing
(615) 767-5511
blivers@carehere.com

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Revised* Proposal Submittal Form
a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2016-011

Vendor's name, street address, and mailing address:	CareHere, LLC 5141 Virginia Way Suite 350 Brentwood, TN 37027
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Bernie Livers Vice President of Sales and Marketing (615) 767-5511 blivers@carehere.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____
Last date (no sooner than March 31, 2016) that proposal and associated pricing is valid and may be accepted by the City:	March 31, 2016
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the proposer prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Proposal Submittal Form in the submittal? <ul style="list-style-type: none"> • Detailed vendor-supplied description of proposed product(s) and/or service(s); • Identification, listing and description of any exceptions to the procurement solicitation; • Contact information for required references (see Request for Proposals); • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; • if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and • a complete digital copy of submitted proposal documents per the Instructions for Proposers. 	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).

Revised* Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2016-011

Proposer's name:		CareHere, LLC
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)		<input type="checkbox"/> Addendum No. _____ <input checked="" type="checkbox"/> Addenda Nos. <u>1, 2</u> <input type="checkbox"/> No addenda.
Signature of proposer's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.		<i>Bernie Livers</i> (signature)
Title of proposer's authorized representative:		Bernie Livers
Date of signature:		<u>1/12/2016</u>
Firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department:		
Services to be quoted:	Estimated quantities per year:	Unit price, to be expressed in terms of U.S. dollars per person per service:
Basic physical medical exam, including blood sample and urine specimen collection, laboratory analysis, and audiometric testing services	165	\$ 500.00/person
Chest X-rays	27	\$ 30.00/person
PSA	27	\$ 10.00/person
TB screen	165	\$ 20.00/person
Hepatitis B antibody screening (Titer Test)	27	\$ 15.00/person
Hepatitis C screening	30	\$ 20.00/person
HIV screening	10	\$ 40.00/person
Is unit pricing quoted above all-inclusive and fully burdened, or is unit pricing quoted above exclusive of any of service provider's mobilization, administrative, equipment and labor (and other similar non-unit) expenses?		<input checked="" type="checkbox"/> Unit pricing quoted above is all-inclusive and fully burdened. No other pricing applies to this proposal. <input type="checkbox"/> Unit pricing quoted above is exclusive of certain non-unit expenses. A detailed explanation and itemized pricing of any non-unit pricing is included with this proposal.

Revised* Proposal Submittal Form
a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2016-011

Proposer's name:		CareHere, LLC
Pre-employment physicals for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department:		
Services to be quoted:	Estimated quantities per year:	Unit price, to be expressed in terms of U.S. dollars per person per service:
Basic physical medical exam, including blood sample and urine specimen collection, laboratory analysis, and audiometric testing services	30	§ \$500.00/person
Chest X-rays	30	§ 30.00/person
PSA	15	§ 10.00/person
TB screen	30	§ 20.00/person
Five-panel drug screen	30	§ \$15.00/person*
Is unit pricing quoted above all-inclusive and fully burdened, or is unit pricing quoted above exclusive of any of service provider's administrative, equipment and labor (and other similar non-unit) expenses?		<input checked="" type="checkbox"/> Unit pricing quoted above is all-inclusive and fully burdened. No other pricing applies to this proposal. <input type="checkbox"/> Unit pricing quoted above is exclusive of certain non-unit expenses. A detailed explanation and itemized pricing of any non-unit pricing is included with this proposal.

*MRO services associated with non-negative test results: \$25/person

DESCRIPTION OF PROPOSED PRODUCTS AND SERVICES

RFP Sections 11.6 & 11.7

January 12, 2016

City of Franklin, TN
109 3rd Ave. South
Franklin, TN 37064

Purchasing Office Solicitation No.: 2016-011

Please accept the following proposal for an On-site Physical Examinations for the City of Franklin, TN Fire Department proposed by CareHere HealthSigns. Thank you for the opportunity to participate in the Request for Proposal selection process. CareHere is honored to submit this proposal to the City of Franklin.

The proposal follows the form outline, as provided in the RFP specifications. We certify the information contained in our proposal has been reviewed carefully and is accurate to the best of our knowledge. The services offered include performing firefighter annual physical medical examinations pursuant to (a) the requirements of NFPA 1582 (2013 edition), (b) applicable OSHA standards, and (c) in accordance with the employee's age, previous medical history and previous medical tests. HealthSigns will provide physical exams in a manner that is convenient to the firefighters, while allowing the completion of the required exams in compliance with the timeline requested by the City.

The HealthSigns staff is excited at the opportunity to continue our partnership with the City's Fire Department. Thank you for considering CareHere HealthSigns during this process.

Bernie Livers
Vice President of Sales and Marketing
(615) 767-5511
blivers@carehere.com

A. EXPERIENCE AND QUALIFICATIONS:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.

CareHere, LLC is owned by Ernie Clevenger and Ben Baker. Ernie and Ben established CareHere in 2004 in Brentwood, Tennessee. CareHere has been providing exceptional on-site health centers and behavioral management programs to businesses and municipalities for 12 years. The CareHere corporate office is located at 5141 Virginia Way Suite 350, Brentwood, Tennessee 37027.

CareHere has grown from a handful of individuals to over 1,000 employees nationwide. CareHere currently operates over 190 health and wellness centers nationwide and holds a 90 percent client renewal rate. We are thankful for the partnerships that we've developed since the company began, and look forward to continuing our growth as a company.

Our vision is for CareHere to be the foremost pioneer of innovative healthcare solutions. Together, we will deliver superior health and financial outcomes by challenging traditional conventions of healthcare.

In keeping with its mission to promote health and wellness while lowering healthcare costs, CareHere has established the **HealthSigns** Center at its Corporate Headquarters in Brentwood, Tennessee. The Center serves as a Center of Excellence for the Performance of Comprehensive Health Assessments. Findings derived from those assessments are used to develop individualized lifestyle management recommendations.

To lead this new initiative, CareHere selected Robert Belihar, MS, MD, MPH, Brigadier General, USAF (Ret.) to serve as Medical Director. Prior to his retirement from a thirty year Air Force career, Gen. Belihar served as the Commander of the Human Systems Center, an organization of about 4,000 personnel whose prime mission was enhancing human performance. He holds a Master's Degree in Public Health and has been certified by the American Boards of Ophthalmology, Preventive Medicine (Aerospace Medicine) and Anti-Aging Medicine.

Prior to coming to CareHere, Dr. Belihar served as Medical Director, Lifesigns of Nashville for over a decade. He is highly experienced in the areas of preventive medicine, healthy aging and human performance enhancement. Under his leadership, the Center is solidifying and expanding its role in evaluating and testing professions that require periodic assessments, such as firefighters and law enforcement officers. A variety of on-site services are available including: history and physical, vision testing, spirometry, audiometry, laboratory testing, screening ultrasound of neck and abdomen, EKG, treadmill stress testing, and fitness evaluation. Chest x-ray, bone densitometry, and cardiac calcium scoring can be arranged on an as needed basis.

The CareHere HealthSigns Center's Staff is firmly committed to enabling all its clients to 'Be Healthier; Live Longer'.

2. Describe the firm's experience, expertise, and capabilities with respect to local government clients.

HealthSigns has extensive experience and expertise in working with fire departments, police departments, state troopers, the FBI, as well as other governmental entities and municipalities. In fact, the HealthSigns staff has been proud to serve as the preferred vendor of choice for the City of Franklin Fire Department for the last 15 years. We are currently providing comprehensive physical examinations for the City of Brentwood Fire Department and Police Department, the State of Tennessee's Bomb and Arson Division, the City of Memphis Firefighters, the City of Memphis Police Department, the Secret Service, as well as other municipalities and governmental entities throughout the state.

Our efficient, thorough, turn-key operations have proven over the years to be an excellent fit with the specific and unique requirements that these organizations demand. For example, we understand very clearly that the City of Franklin firefighters, and the annual physical exams that they are required to take, must meet both OSHA and the NFPA Code 1582 standards and criteria. At HealthSigns, the comprehensive physical exams that we administer to the various fire departments that we service either meet or exceed all of the OSHA and NFPA requirements.

3. Identify key personnel that would be assigned to this client and identify each member's education, certifications, experience, and qualifications. Indicate the degree of availability of each identified individual for this client.

Dr. Robert Belihar, M.S., M.D., M.P.H.

Dr. Belihar is the Medical Director at HealthSigns and has had extensive experience in personally working with the City of Franklin's firefighters over the last 16 years. Dr. Belihar not only provides annual care for the firefighters, but he personally takes initiative to visit each fire hall to establish long standing relationships and unique guidance to each individual. Dr. Belihar received his doctor of medicine degree at the University of Utah. He has current certifications from the American Board of Anti-Aging Medicine, the American Board of Preventative Medicine and the American Board of Ophthalmology. In addition, Dr. Belihar has extensive experience in administrating these types of unique physical exams required by police officers, firefighters, state troopers, special agents, Bomb and Arson, etc. Dr. Belihar exhibits a passionate desire to continue to help patients improve their physical health and well-being with many documented success stories. Dr. Belihar sees patients Tuesday through Thursday on a regular basis, and fills in as needed on other days throughout the week.

Jamie Martin, M.A.

Jamie has been a part of our valued team for 9 years. She currently holds a position as Medical Assistant, Lead Stress Test Technician, and serves as Clinic Lead responsible for HealthSigns clinic operations. Jamie is dedicated and committed to providing quality care and expertise to all the clinics patient base. Jamie graduated from Southeastern Career College with a Certificate of Medical Assistant. In addition, she attended Cardiac Arrhythmia's Course training to accommodate her job responsibilities.

Misty Poore-Caudill, C.M.A.

Misty has been a part of our valued team for 10 years. She is a Certified Medical Assistant, providing care to the patients and assisting with all responsibilities to the clinic. Misty has exceptional expertise in administering to the unique types of physicals exams we provide. Misty has experience and knowledge in all aspects of providing care to the patients here at HealthSigns. Misty graduated from South College with a degree in Science/Medical Assisting.

4. Identify the number of additional clients which would be managed by key personnel during the timeframe anticipated by the City's term of award.

The Brentwood HealthSigns office is previously committed to other clients during portions of the month of April 2016, with plenty of availability for City of Franklin during this time; however, during the month of May 2016, the City of Franklin will hold top priority for scheduling purposes. Dr. Belihar is expanding his schedule to include 2 additional days each week, in both April and May, which will be dedicated solely to City of Franklin Firefighters. All HealthSigns team members will be dedicated and committed to serving the firefighters during their examination period.

5. Identify how long the organization has been providing the services being requested by this Request for Proposals.

The HealthSigns staff has been providing comprehensive physical exams and related wellness services for over 22 years. Specifically, the Brentwood office has been engaged in offering these same services not only for the City of Franklin firefighters, but also for the local community since 1998.

6. Describe the firm's past success at services being requested by this Request for Proposals for similar clients.

Our experienced HealthSigns team has a proven record of success in providing services to public entities similar to City of Franklin Firefighters. We currently provide comprehensive physical examinations to City of Brentwood Firefighters and Police, State of TN Bomb and Arson division, Pleasant View Fire Dept., TN City Fire Dept., and City of McMinnville Police and Fire. HealthSigns remains successful in meeting and exceeding expectations and fulfilling all requirements requested by these individuals. Our team's dedication and commitment has been an attribute to our continued triumph for many years.

7. Provide examples of similar work produced for similar clients.

HealthSigns' client base remains committed to our experience and trusted staff. Many of our clients, including EnSafe (a global environmental health and safety industry), FBI, and Williamson County Emergency Management require unique individual needs. These needs range from HAZMAT qualifications, NFPA standards, OSHA requirements, fitness assessments, fit for duty qualifications, cardiac stress testing, and physical demands, among other supplemental testing as listed in 11.4 (Anticipated scope of work and deliverables).

8. Indicate the number of clients you and/or your firm currently service in the public sector and the number of public sector clients you or your firm have serviced in the last three (3) years.

Currently, the HealthSigns Brentwood office provides physical exam services as well as other wellness-related services to 15 "Public Sector" clients. We have been proud to serve 13 of these clients within the last 3 years.

9. List at least three but no more than five clients for whom the firm has provided services closely resembling the services being requested by this Request for Proposals within the last three (3) years. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City of Franklin, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, e-mail address, and phone number of a contact person that the City may contact as a reference.

1. CITY OF BRENTWOOD, TN

Russell Peterson – Training and Risk Management Officer
5211 Maryland Way/ P.O. BOX 788
Brentwood, TN 37024
Phone : (615) 371-0170
Email : petersonr@brentwood-tn.org
Client since : 2000

- Currently, HealthSigns is contracted with the City of Brentwood to administer both annual and pre-employment physical exams for both the police department and fire department. The City of Brentwood has chosen to receive treadmill stress tests or EKG's, hearing tests, visual acuity, pulmonary function testing, lab testing, chest x-rays, TB skin testing, drug screens, followed by the base exam with the physician consult.

2. CITY OF MCMINNVILLE, TN

Jennifer Rigsby – Human Resources
P.O. BOX 7088
McMinnville, TN 37111
Phone : (931) 473-1209
Email : jrigsby@mcminnvilletenn.com
Client since : December 2011

- HealthSigns is contracted to perform both annual physical exams and pre-employment physicals. These examinations are conducted for both the City's Police and Fire Departments. The City of McMinnville currently receives lab testing, treadmill stress tests, pulmonary function testing, visual acuity, chest x-ray, hearing tests, fitness assessment, EKG's, drug screens, followed by the base exam with the physician consult.

3. TENNESSEE DEPARTMENT OF SAFETY

Kelly Knight – Human Resources
1150 Foster Avenue
Nashville, TN 37243
Phone : (615) 251-5209
Email : Kelly.knight@tn.gov
Client since : 2005

10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.

There are no known "conflicts of interest" between HealthSigns (its key personnel) and the City of Franklin that would interfere with the execution of this contract.

11. Provide evidence of the firm's financial wherewithal to perform the services described by this Request for Proposals.

CareHere HealthSigns is financially and operationally well-equipped to perform, for the City of Franklin firefighters, all of the services as described in the Request for Proposal. Established in 2004, CareHere remains under the ownership of its co-founders, Ernie Clevenger and Ben Baker. Named by the Nashville Business Journal as one of the fastest growing private companies in Middle Tennessee for the past three years, CareHere has experienced steady growth in revenue in each year while remaining debt-free as a company. CareHere currently provides medical services to over 130,000 employees nationwide.

12. Indicate the ability of the firm to meet the City's insurance requirements (see below).

HealthSigns will have no difficulty in meeting the City's insurance requirements. Currently, it is our practice to maintain the four primary lines of coverage as described in the RFP: (Commercial Liability, Automobile Liability, Employer's Liability and Professional/Medical Malpractice Liability). It is our protocol to keep all policies up to date with a copy of each policy on hand at all times. The attached policies in Exhibit A: CareHere HealthSigns Proposed Medical Agreement will document that we clearly meet the Limits of Coverage as outlined in the RFP.

B. UNIQUE STRENGTHS OF THE PROPOSER/ PROPOSAL:

1. Describe the exceptional, value-added features of your proposal.

Our Experience - At HealthSigns, our core business is the comprehensive physical exam. It is our specialty and sole focus. The HealthSigns clinic staff has over 70 years of combined experience in treating patients and administering comprehensive physical exams and have been providing comprehensive physical exam services as a team for the past 8 years.

Our Expertise - Dr. Belihar has practiced medicine for 46 years and is passionate about health and wellness, and in preventing disease through lifestyle modification. Our staff strives to stay on the leading edge of wellness by continually furthering their own education and by staying in tune with the wellness and medical industry.

Equipment - HealthSigns is committed to utilizing the best medical equipment in the administration of the physical exams. The equipment meets all certification standards and is properly maintained, serviced, and calibrated for optimal results.

Flexibility - HealthSigns scheduling ability, and day of operation are both flexible which enables us to adapt to varying situations at a moment's notice. We respect the unique scheduling needs of the Firefighter, and can easily accommodate those needs to best serve the City of Franklin. Our clinic staff is able to travel to on-site locations for early lab collection. This minimizes the amount of time Firefighters are away from the station, and also enables Dr. Belihar to have lab results ready to review on the day of the exam.

Customized Appointment Calendar - HealthSigns can provide a calendar, specifically designed to accommodate the City firefighters' schedule. The appointments will be created based on the City's request of dates and appointment time slots. Dr. Belihar typically sees patients Tuesday through Thursday, but will expand his work week to Monday through Friday to ensure that the Firefighter exams are completed in a timely fashion.

2. What sets your firm apart from your competition?

Our Experience - The HealthSigns clinic staff have been providing annual physical exam services for the City of Franklin Firefighters for 13 years. Dr. Belihar is personally familiar with the firefighters and their individual medical history. Dr. Belihar takes time to round on each of the stations quarterly in order to receive feedback, dialogue with the firefighters, and maintain open fruitful relationship. Strong, proven over time. Invaluable.

Our Expertise - Dr. Belihar has extensive experience in treating occupational aspects of disease. He has treated and advised firefighters, state troopers, police officer, FBI agents, military personnel, and other public sector and governmental clients. Dr. Belihar's first role in providing exams to firefighters, was in 1970. He understands the unique demands of the firefighters' job and set of criteria that they need to meet, both mentally and physically. Dr. Belihar is a member of the NFPA, and closely follows and references the NFPA-1582 standard on comprehensive occupational medical program.

Ultrasound Screening -HealthSigns provides an ultrasound screening as a routine part of the physical exam. The valuable screening is offered at no additional charge. This includes screening of the carotid arteries, thyroid, aorta, and all major abdominal organs. This is a service unique to the HealthSigns exam and has proven to be a critical component of our service in early detection of disease. Many conditions and diseases have been discovered, such as thyroid disease, arteriosclerosis, and cancer, that otherwise would remain undetected.

Premier Radiology - Radiology services are provided by Premier Radiology, with convenient locations in Franklin and Brentwood. Dr. Belihar has a unique relationship with Premier Radiology and has full access to their online records. This enables Dr. Belihar to see immediate results of the services he orders, and to quickly access the patient history.

Online Medical Records - HealthSigns' patients has the ability to access their medical records via our secure online patient portal.

On-site Services - HealthSigns offers on-site services such as biometric screenings and vaccinations.

C. THOROUGHNESS AND QUALITY OF PROPOSAL:

1. Provide evidence that you understand the City's needs as described in this Request for Proposals.

HealthSigns without question has the ability to complete the work requirements as outlined in the RFP. Our experience with the City of Franklin firefighters, our continued success and partnerships with other governmental and municipal agencies, as well as the references we have supplied, will provide tangible evidence of HealthSigns' ability to successfully complete the scope of work within the time frame indicated. However, to make this a successful joint venture, the City will need to adhere as best as possible to the proposed schedule, methodology and approach.

2. Provide evidence that you have responded thoroughly to this Request for Proposals, including the instructions.

One can readily see from the detailed and thorough nature by which HealthSigns has responded to this Request for Proposal that there is ample evidence to suggest that RFP instructions have been followed and that comprehensive answers have been provided. The addition of sample reports, references, detailed biographical information on the medical team members that will be dedicated and assigned to the City's firefighters are further proof of the thoroughness of the HealthSigns response to this Request for Proposal. Each portion of this RFP response has been provided in the format in which it was presented.

3. Predict the results of the City accepting your proposal.

We, at CareHere HealthSigns, would not presume to try and predict the results of the City accepting our offer. Suffice it to say that, CareHere HealthSigns takes nothing for granted as it relates to our long and gratifying relationship with the City of Franklin firefighters. We are committed to providing the same level of excellent service that you have come to expect over the last 15 years. Our medical team is organized and dedicated to giving the City personalized attention, assistance and support. We would consider it the highest of honors to serve as your physical examination partner once again!

4. Indicate whether those results would address the City's stated goals and objectives.

This CareHere HealthSigns proposal clearly meets or exceeds the City's stated goals and objectives in the written RFP, with one exception:

We are willing and would be delighted to send staff to the fire stations to perform the core elements of the physical examination (including blood draws, urine specimen collection, and TB skin tests) at a time convenient to the firefighters. However, we feel strongly that certain diagnostics like ultrasound, treadmill stress tests, hearing tests, and chest x-rays are best conducted in our medical clinic where privacy and the accuracy of the tests can be maintained. Coming to the HealthSigns clinic certainly allows for a more comprehensive and efficient process. It not only ensures the integrity of the testing, but it also has served similar clients very well.

D. METHODOLOGY AND SCHEDULE:

1. Describe the proposed approach.

All exams will be conducted during the time line requested by the City of Franklin. The process will occur in two phases. Phase 1 will consist of laboratory analysis, including blood draw, urine collection, and TB skin tests, and will be conducted on-site at the fire station(s) specified by the City of Franklin, and at a time convenient to the firefighters. This will be scheduled prior to the physical exams so that the test results can be reviewed by Dr. Belihar at the time of the exam. Lab results will be analyzed by, and results provided by LabCorp. Laboratory analysis shall include:

Chemistry Screen

- Glucose
- Sodium
- Potassium
- Chloride
- Urea Nitrogen (BUN)
- eGFR
- Creatinine
- BUN/Creatinine ratio
- Uric Acid
- Inorganic Phosphorus
- Calcium
- Iron (TIBC)
- Total Protein
- Albumin
- Globulin
- Albumin/Globulin Ratio
- Total Bilirubin - Liver Function
- Direct Bilirubin
- Alkaline Phosphatase - Liver Function
- Gamma-GT
- AST (SGOT)
- ALT (SGPT)
- LDH - Heart Enzyme

Lipids

- Triglycerides
- Cholesterol, Total
- HDL-High Density Lipoprotein Cholesterol
- LDL-Low Density Lipoprotein Cholesterol
- VLDL-Very Low Density Lipoprotein
- Cholesterol
- Cholesterol I HDL-Cholesterol
- Estimated Coronary Heart Disease Risk

Urinalysis

- | | |
|--------------------|------------------------------|
| • Color | • Microscopic examination of |
| • Appearance | urine sediment |
| • Specific gravity | • Ketones |
| • pH | • Occult blood |
| • Protein | • Leukocyte esterase |
| • Glucose | • Nitrite |
| • Bilirubin | • Urobilinogen |

Thyroid

- Thyroid-stimulating Hormone (TSH)
- Thyroxine (T 4)
- T3 Uptake
- Free Thyroxine Index

Complete Blood Count (CBC)

- White Blood Count (WBC)
- Red Blood Count (RBC)
- Hematocrit
- Platelets
- Lymphs
- Monocytes
- Eos
- Hemoglobin
- Mean Corpuscular Volume (MCV)
- Mean Corpuscular Hemoglobin (MCH)
- Mean Corpuscular Hemoglobin Concentration (MCHC)
- Polymorphonuclear Neutrophils (Polys)
- Basos

Audiometric Testing

- Testing at frequencies 500 up 8000Hz
- Testing on each ear completed separately
- Date and Time of Audiogram
- Examiner's name and CAOHC Certification
- Number

During Phase 2, physical exams will be performed at the HealthSigns clinic and will include the following:

- Base Physical Exam*
- Vitals and Body Composition Analysis*
- Visual Acuity*
- Pulmonary Function Testing*
- EKG*
- Fitness Assessment (Flexibility, Muscular Strength and Endurance)*
- Audiometry (if symptomatic, history of hearing loss, or requested)*
- Treadmill Stress Testing*
- Prostate Exam (males ages 40+)*
- Physician's Consult*
- Screening Ultrasound*

Radiology testing will be performed at Premier Radiology (Franklin and Brentwood locations) with results immediately accessible by Dr. Belihar:

- Chest X-rays (at physician's request)*
- Mammograms (females ages 40+, or at physician's request)*

HealthSigns will provide each firefighter a copy of their test results, along with a summary letter of their physical exam findings and recommendations composed individually and written personally by Dr. Belihar. These results will be sent via email to an address provided and approved by the firefighter.

2. Present a proposed schedule which identifies all major events and tasks to be performed by the firm and the City, to include any meetings and milestones. The schedule shall include allowances for periods of times and meetings required for organizational input as well as for the City's review and approval of submissions.

On-site lab collection will be completed within one week. Specific week and times will be determined by the City of Franklin. Physical exams will begin 2 weeks following the on-site lab collection week. Appointment dates and times will be agreed upon by HealthSigns and the City of Franklin, and scheduled with regard to the convenience of the City.

3. Provide evidence of ability to complete the scope of work within the time frame indicated in the proposal.

The flexibility of HealthSigns and our ability to adapt to specific needs and circumstances, enables us to successfully work within the City's time line and schedule. Our experience with the City of Franklin, and our partnerships with other governmental and municipal agencies, all provide evidence to our ability to successfully complete the scope of work with the time frame requested.

E. FEE FOR PROPOSED PRODUCTS AND SERVICES:

1. Below, the City has estimated the quantities per year of each service the City anticipates may be rendered pursuant to an award resulting from this procurement solicitation. For purposes of evaluating the fees quoted within each submitted proposal, the estimated quantities listed below will be applied to the unit pricing quoted by each proposer in order to determine an annual grand total fee which then will be multiplied by the number of years included in the initial term of award. Proposers shall note, however, that the estimated quantities are merely projections and do not represent a guaranteed minimum or maximum volume of services to be rendered in any year. The service provider's mobilization, administrative, equipment and labor (and other similar non-unit) expenses may be quoted separate from the unit pricing quoted for proposed services. However, if the quoted unit pricing is not all-inclusive and fully burdened, then a detailed explanation and itemized pricing of any non-unit pricing shall be included with the proposal. Such explanation shall include a grand total of the proposed fees, both unit and non-unit, per year. Quote, on the proposal submittal form, and describe, in the proposal, fees for services to be rendered, expressed in terms of U.S. dollars per person per service, for the following:

The unit fees for the applicable services are as follows:

1. **Base Physical Exam** \$500
 - To include all services identified in Sections 11.6 E. and 11.4.2 (i.e. base physical exam, blood and urine specimen collection and laboratory analysis services). Estimated quantities are 165 per year for uniformed firefighters, 30 per year for candidates to become uniformed personnel of the Police Department and Fire Department.

2. **Chest X-Rays** \$30
 - Initial baseline and to be repeated every 5 years unless medically indicated. Estimated quantities per year are 27 for uniformed firefighters, 30 per year for candidates to become uniformed personnel of the Police Department and Fire Department.

3. **PSA** \$10
 - On all white males over 50, black males over 40 and any other males with a family history of prostate cancer. Estimated quantities per year are 27 for uniformed firefighters, 15 per year for candidates to become uniformed personnel of the Police Department and Fire Department.

4. **TB Screen** \$20
 - Estimated quantities per year are 165 for uniformed firefighters, 30 per year for candidates to become uniformed personnel of the Police Department and Fire Department.

5. **Hepatitis B Antibody Screening (Titer Test)** \$15
 - Estimated quantities per year are 27.
6. **Hepatitis C Screening** \$20
 - Estimated quantities per year are 30.
7. **HIV Screening** \$40
 - Estimated quantities per year are 10.
8. **Five-panel Drug Screen** \$15
 - Estimated quantities per year are 30 for candidates to become uniformed personnel of the Police Department and Fire Department.
 - MRO services associated with non-negative test results: \$25/test

2. Indicate how frequently fees would be invoiced and when payments would be due.

HealthSigns agrees to comply with the City's preferred payment terms. HealthSigns will invoice the City for physicals completed within the designated time frame. Payments would be due 30 days from the date of delivery or date of invoice.

CONTACT INFORMATION FOR REQUIRED REFERENCES

1. CITY OF BRENTWOOD, TN

Russell Peterson – Training and Risk Management Officer

5211 Maryland Way/ P.O. BOX 788

Brentwood, TN 37024

Phone : (615) 371-0170

Email : petersonr@brentwood-tn.org

Client since : 2000

- Currently, HealthSigns is contracted with the City of Brentwood to administer both annual and pre-employment physical exams for both the police department and fire department. The City of Brentwood has chosen to receive treadmill stress tests or EKG's, hearing tests, visual acuity, pulmonary function testing, lab testing, chest x-rays, TB skin testing, drug screens, followed by the base exam with the physician consult.

2. CITY OF MCMINNVILLE, TN

Jennifer Rigsby – Human Resources

P.O. BOX 7088

McMinnville, TN 37111

Phone : (931) 473-1209

Email : jrigsby@mcminnvilletenn.com

Client since : December 2011

- HealthSigns is contracted to perform both annual physical exams and pre-employment physicals. These examinations are conducted for both the City's Police and Fire Departments. The City of McMinnville currently receives lab testing, treadmill stress tests, pulmonary function testing, visual acuity, chest x-ray, hearing tests, fitness assessment, EKG's, drug screens, followed by the base exam with the physician consult.

3. TENNESSEE DEPARTMENT OF SAFETY

Kelly Knight – Human Resources

1150 Foster Avenue

Nashville, TN 37243

Phone : (615) 251-5209

Email : Kelly.knight@tn.gov

Client since : 2005

CITY OF FRANKLIN AFFIDAVIT OF NON-COLLUSION

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, Ben Baker, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Chief Operating Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

Chief Operating Officer
(title of Affiant)

Sworn and subscribed to before me this 8th day of JANUARY, 20 16

[Signature]
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_011)

CITY OF FRANKLIN AFFIDAVIT OF TITLE VI COMPLIANCE

Affidavit of Title VI Compliance a form required of Bidders and Proposers on purchases of services for the City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS
Affiant, Ben Baker, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Chief Operating Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC
(legal name of entity submitting bid or proposal)

- the Bidder or Proposer who has submitted the attached bid or proposal;
- The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
 - No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
 - The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
 - If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
 - This Affidavit is made on personal knowledge.

[Signature] Chief Operating Officer
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 8th day of JANUARY, 20 16
[Signature] Expires: 7/3/2017
(Notary Public)



Form revised 10/30/2012 Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016 011

CITY OF FRANKLIN AFFIDAVIT OF DRUG-FREE WORKPLACE

Affidavit of Drug-Free Workplace a form required of Bidders and Proposers on purchases of services for the City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, Ben Baker, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Chief Operating Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Chief Operating Officer
(title of Affiant)

Sworn and subscribed to before me this 8th day of JANUARY, 2016
[Signature] My Commission Expires: 7/3/2017
(Notary Public)



City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-011

Firefighter Annual Physical Medical Exam Services for Uniformed
Personnel of the Franklin Fire Department

Exception to the Procurement Solicitation

Presented By:



January 12, 2016

CareHere, LLC
5141 Virginia Way
Suite 350
Brentwood, TN 37027
carehere.com

Bernie Livers
Vice President of Sales and Marketing
(615) 767-5511
blivers@carehere.com

EXCEPTION TO PROCUREMENT SOLICITATION

This CareHere HealthSigns proposal clearly meets or exceeds the City's stated goals and objectives in the written RFP, with one exception:

We are willing and would be delighted to send staff to the fire stations to perform the core elements of the physical examination (including blood draws, urine specimen collection, and TB skin tests) at a time convenient to the firefighters. However, we feel strongly that certain diagnostics like ultrasound, treadmill stress tests, hearing tests, and chest x-rays are best conducted in our medical clinic where privacy and the accuracy of the tests can be maintained. Coming to the HealthSigns clinic certainly allows for a more comprehensive and efficient process. It not only ensures the integrity of the testing, but it also has served similar clients very well.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0017)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions City of Franklin, Tennessee

- 1. Assignment/Subcontracting.** Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
- 2. Time of the Essence.** The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
- 3. Taxes.** As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
- 4. Notices.** Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016_011

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

CareHere, LLC

Attn: Ben Baker

5141 Virginia Way

Suite 350

Brentwood, TN 37027

FAX: 615-467-8893

bbaker@carehere.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0017)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
1/27/2016	Newman Crane & Associates Ins. The Hilb Group of Florida, LLC P.O. Box 568946 Orlando, FL 32856-8946 Steven E. Buckner	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	8/4/2016
				Professional Liability	8/4/2016
1/27/2016	Scott Insurance (Nashville) 6640 Carothers Parkway Ste 100 Franklin, TN 37067 David Sciortino – Nashville	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Automobile Liability	11/21/2016
				Workers Compensation and Employers' Liability	11/21/2016



- a. **bodily injury or personal and advertising injury:**
 - i. to the **Insured Entity**, to an **Insured Entity's executive officers**, or to a co-employee while such injured person is either in the course of his or her employment or performing duties related to the conduct of the **Insured Entity's** business;
 - ii. to the spouse, **domestic partner**, child, parent, brother or sister of such injured person as a consequence of paragraph i. above; or
 - iii. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs i. or ii. above.
- b. **property damage** to property:
 - i. owned, occupied or used by,
 - ii. rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,the **Insured Entity**, any of its **employees** or **executive officers**.

- 4. any person (other than the **Insured Entity's employee**), or any organization while acting as the **Insured Entity's** real estate manager.
- 5. any person or organization having proper temporary custody of a natural person **Named Insured's** property if he or she dies, but only:
 - a. with respect to liability arising out of the maintenance or use of that property; and
 - b. until such **Named Insured's** legal representative has been appointed.
- 6. any person or organization to whom or to which the **Insured Entity** is obligated by virtue of a written contract, agreement or permit:
 - a. to add to this policy as an additional Insured for its liability; or
 - b. to hold harmless or indemnify such person or organization;

but such person or organization is an Insured exclusively for **bodily injury or property damage** arising out of an **occurrence**, or **personal and advertising injury** arising out of an offense, for which such person or organization is vicariously liable because of acts or omissions committed by the **Insured Entity**. However, this provision does not apply:

- i. unless the written contract or agreement has been executed, or the permit has been issued, prior to the **bodily injury, property damage** or offense. The contract or agreement will be considered executed when the **Insured's** performance begins, or when it is signed, whichever happens first; or
- ii. to any person or organization:
 - (a) for **bodily injury, property damage, or personal and advertising injury** arising out of its own acts or omissions; or
 - (b) included as an Insured by an endorsement issued by the Insurer and made a part of this policy.

Further, where required by such written contract or agreement, coverage for such person or organization shall be **primary and non-contributory** as respects any other insurance policy issued to such additional insured. Otherwise the section entitled **OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS** in the **COMMON TERMS AND CONDITIONS** applies.

- C. with respect to coverage under the **Employee Benefits Liability Coverage Part**, any individual who is, was or becomes:
 - 1. the **Insured Entity's executive officer**, but only for the administration of the **Insured Entity's employee**



SCHEDULED LOCATION, FACILITY, PROJECT, EXPOSURE OR SERVICES ENDORSEMENT

The changes set forth below are applicable only to coverage parts included within the scope of this endorsement. The coverage parts included within the scope of this endorsement are indicated by a check mark.

- Professional Liability Coverage Part
- Commercial General Liability Coverage Part

In consideration of an addition premium in the amount of \$N/A, it is understood and agreed as follows:

Location, Facility, Project, Exposure or Services

Physicals/screenings for the firefighters of City of Franklin / City of Franklin, 109 3rd Avenue, South Franklin, TN 37064

- I. Notwithstanding the Limits of Insurance shown on the Declarations and solely with respect to the location, facility, project, exposure or services set forth on the **SCHEDULE** above, the **Professional Liability Limits of Insurance** shown on the Declarations are amended as follows:

Professional Liability Limits of Insurance:

- \$ 2,000,000 Each Claim
- \$ 5,000,000 Aggregate Limit

The **Professional Liability Limits of Insurance** shown above in this endorsement are sublimits of the **Professional Liability Each Claim** and Aggregate Limit set forth in the Declarations. As such, the Limits of Insurance shown above are included within and shall erode the applicable Limits of Insurance set forth on the Declarations.

- II. Notwithstanding the Limits of Insurance shown on the Declarations and solely with respect to the location, facility, project, exposure or services designated on the **SCHEDULE** above, the **General Liability Limits of Insurance** shown on the Declarations are amended as follows:

General Liability Limits of Insurance:

- \$ 1,000,000 Each Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Each Person or Organization Limit
- \$ 50,000 Damage To Rented Premises Each Premises Limit
- \$ 5,000 Medical Expenses Each Person Limit
- \$ 5,000,000 General Aggregate
- \$ 5,000,000 Products-Completed Operations Aggregate Limit

The Limits of Insurance shown above in this endorsement are sublimits of the **General Liability Limits of Insurance** set forth on the Declarations. As such, the Limits of Insurance shown above are included within and shall erode the applicable Limits of Insurance set forth on the Declarations.

Form No: CNA71898XX (01-2014)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 2

Underwriting Company: Columbia Casualty Company, 333 S. Wabash Ave., Chicago, IL, 60604

Policy No: HMA 3011715210-7

Policy Effective Date: 08/04/2015

Policy Page: 60 of 74

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0017)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Ben Baker agrees that:
(printed name of person signing Agreement)

1. He or she is the Chief Operating Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CareHere, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.



(signature of person whose printed name appears above)

Chief Operating Officer

(title of person whose printed name appears above)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0017)

Attachment No. 5

CAREHERE HEALTHSIGNS AGREEMENT

CAREHERE HEALTHSIGNS AGREEMENT

THIS CAREHERE HEALTHSIGNS AGREEMENT (together with any exhibit, schedules or amendments hereto or thereto, this "Agreement") entered into as of the date of execution by the City of this Agreement (the "Effective Date"), by and between **CareHere, LLC**, a Tennessee limited liability company with corporate offices at 5141 Virginia Way, Suite 350, Brentwood, Tennessee 37027 (herein, the "Supplier"), and **City of Franklin, TN**, (herein the "City").

WHEREAS, the City desires to contract for the services of Supplier provided for in this Agreement, which Services the Supplier is desirous of providing, all upon those terms and subject to those conditions provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties set forth herein, the parties agree as follows:

ARTICLE I SERVICES

1.01 Scope of Services.

- (a) Throughout the Term of this Agreement as provided for herein, Supplier shall provide or cause to be provided for the City comprehensive physical examinations and related services, consisting of firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and pre-employment physicals for candidates to become uniformed personnel of the Franklin Police Department or the Franklin Fire Department, and related services, (herein, the "Services") but such Services shall exclude work-related injuries or ailments which may be covered under a workers' compensation plan. The City shall provide Supplier, in writing and in advance, with the names and other necessary identifying information of those individuals who are to become the subject of the Services. As of the Effective Date of this Agreement, the Services shall include the items identified on Exhibits A-1, A-2, and A-3 attached hereto. In addition, in the case of the firefighter annual physical medical exam services, Services shall also include all of the following:
- One-on-one consultation with licensed medical provider.
 - Copy of results and interpretations shall be provided to each firefighter.
 - Clearance letters shall be provided within five (5) City business days of the physical medical examination if there are no medical issues requiring follow up.
 - If an employee is deemed not fit for duty, then Supplier shall notify an authorized representative of the Franklin Fire Department within one (1) hour of the completion of the physical medical examination for that employee.

- If an employee is deemed not fit for duty, then Supplier's notification of such conclusion shall indicate whether the employee could function in a light-duty capacity and, if so, the notification shall contain appropriate job performance restrictions.
- If an employee is deemed not fit for duty, then Supplier shall notify an authorized representative of the City's Human Resources Department within one (1) City business day of the completion of the physical medical examination for that employee and provide information about the particulars of the cause(s) of the employee having been deemed not fit for duty sufficient for the City to know from what specialist and for what condition a subsequent medical clearance would be necessary.
- Supplier shall produce a summary report of all firefighter annual physical medical examinations performed for the Franklin Fire Department. Summary report shall include relevant averages, ranges, and annual comparison statistics.
- Supplier shall have ready access to all medical files and records and be available to consult with the respective employee and/or an authorized representative of the City on a year-round basis.
- Supplier shall offer to the employee referrals for any medical issues identified during examinations. Supplier shall have no responsibility for any costs associated with services not provided by Supplier.
- Supplier shall have a thorough understanding of the thirteen (13) essential tasks required of firefighters as promulgated by NFPA.

Further, in the case of the pre-employment physical medical exam services, Services shall also include all of the following:

- Clearance letters shall be provided within five (5) City business days of the physical medical examination.
- (b) Throughout the Term of this Agreement as provided for herein, the City may elect to request and/or the Supplier may elect to recommend additional Services from time to time. Upon the parties agreeing, in writing, as to the compensation to be paid by the City for such additional Services, and if and after the City authorizes, in writing, Supplier to provide such additional Services, such additional Services may be provided.

1.02 Location(s) and Standards. Except as indicated in Exhibit B, the Services shall be provided at 5141 Virginia Way, Brentwood, Tennessee 37027 (herein, the "Center") during Supplier's regular operating hours, or other mutually agreed upon time, and shall meet or exceed the professional standards of care in the community for the applicable medical specialty. The Center so indicated is operated by, and the Services contemplated herein are provided by licensed medical professionals (herein, the "Medical Staff").

1.03 Timeliness. Supplier will schedule the rendition of Services in a manner calculated to minimize, to the greatest extent possible, the waiting time for individuals who are the subject of the Services so as to accommodate the City.

ARTICLE II COMPENSATION

2.01 Compensation. Supplier shall be compensated for the Services at the rates identified for each Service shown on Exhibits A-1 and A-2. Supplier shall not seek any other or further compensation of any kind for the rendition of Services from the City, individuals who are the subject of the Services or any third persons (including any insurance or other benefit plans which are available to the City or the individuals who are the subject of the Services).

2.02 Rate Adjustments. It is understood that, during the term of this Agreement, including any optional extensions thereto, if exercised, no adjustments are to be made to the rates identified for each Service shown on Exhibits A-1 and A-2.

ARTICLE III TERM AND TERMINATION

3.01 Term. The term of this Agreement shall coincide with the term of award indicated in section 11 of the Procurement Agreement to which this Agreement is attached, subject to the provisions of section 15 of City's Terms (also attached to the Procurement Agreement to which this Agreement is attached), provided, however, either party may terminate this Agreement upon the occurrence of any of the following:

3.02 Termination for Cause.

(a) The occurrence of an Event of Default hereunder by the other party, where the term "Event of Default" means any of the following: (i) the filing by, or consent to the filing by, a party of a petition for relief under any bankruptcy, insolvency, reorganization or similar law or statute providing for the relief of debtors, or the filing against any such party of any such petition which is not dismissed within sixty (60) days from the date of its filing, or (ii) the failure of a party to pay or cause to be paid any amount provided for in this Agreement and the continuation of such failure for more than five (5) days following such party's receipt of written notice thereof from the other party, or (iii) the failure of a party to perform or abide by any covenant or undertaking set forth herein (except with respect to payment) and the continuation of such failure for more than thirty (30) days following such party's receipt of written notice thereof from the other party; or

(b) The determination being made in good faith by a party that the continuation of this Agreement in accordance with its terms does, or is reasonably likely to, result in a violation of applicable law (including regulations of any governmental agency to which a party is subject) or the loss of privileges held by such party under any license, permit or other governmental authorization required in order for such party to continue operations consistent with past practices.

3.03 Termination without Cause. Both parties have the right to terminate this agreement with thirty (30) days prior notice for any or no reason. Written notification must be made to the other party. Amounts due the Supplier for services provided will be due and payable immediately upon the final termination date or the agreement is still in force. The termination date will be thirty (30) days from the receipt of the written notice.

ARTICLE IV COVENANTS

4.01 Covenants of the Supplier. The Supplier covenants and agrees with the City as follows:

(a) **Insurance.** Without expense to the City and at all times during the Term of this Agreement, Supplier shall maintain, or cause the Medical Staff who provide the Services at the Center to maintain, a minimum of such lines and limits of insurance coverage as specified in Exhibit C attached hereto, and otherwise shall comply with the Insurance Requirements provisions of Exhibit C.

(b) **Use of City Name.** Supplier agrees not to use the name or trade name of the City, or any trademark, trade device, service mark or symbol of the City, in any written materials promoting the Supplier's services in any location; provided that the foregoing restriction and agreement shall not apply to (i) communications with individuals who are the subject of the Services concerning the Services which are undertaken by the Supplier during the Term of this Agreement or (ii) advertisements or other promotional materials produced or published by the City which, during the Term hereof, identify the City and others similarly situated as being persons for whom the Supplier provides the Services contemplated herein. However, in using the name of the City, no use shall be made of any City logo, trademark or other identifying symbol without first obtaining the written approval of the City.

(c) **HIPAA Privacy Regulations.** At all times during the Term of this Agreement and following its termination, Supplier will protect the privacy of all Protected Health Information ("PHI") according to the standards, specifications and requirements established by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA") and any more stringent requirements imposed by any State or local law. All such information shall be deemed "Confidential Information" for all purposes of this Agreement.

(1) The City acknowledges that such requirement may prohibit the City being given access to any PHI or other Confidential Information which is created, received, developed or maintained by the Supplier. For purposes of this Agreement, the term "Protected Health Information" shall have the meaning ascribed to it pursuant to the HIPAA and regulations promulgated thereunder.

(2) Except as otherwise required or permitted by applicable law, Supplier will use Confidential Information solely as necessary to provide the Services to the individuals who are the subject of the Services to whom the Confidential Information pertains. Supplier shall use reasonable means to avoid unlawful or prohibited disclosure of Confidential Information, using standards at least as stringent as required by applicable law and regulations and at least as stringent as those it employs with respect to its own confidential and proprietary information.

(3) The City represents that, to the extent it or any affiliate of City, is itself deemed to be a "covered entity" under HIPAA or receives PHI from a health plan pursuant to an agreement described in 45 CFR § 164.504(f), it is in compliance with the requirements of such law or agreement. Supplier shall have no responsibility to verify or oversee City's compliance with such laws or agreements.

(d) **Permits and Licenses.** Supplier represents and warrants that it has, and covenants and agrees that it shall at its own cost and expense maintain all governmental licenses and permits necessary for it to enter into this Agreement and to provide the Services contemplated hereby.

(e) **Compliance With Law.** In providing the Services contemplated hereby, Supplier shall comply with all applicable laws (including regulations) which govern the providing of such Services and/or the use of any information or materials obtained in the performance of this Agreement.

(f) **Reporting Requirements.** From time to time during the Term of this Agreement, and to the extent permitted by applicable law, Supplier shall provide the City with such information reasonably requested by the City or its TPA which is reasonably required in order for the City or its TPA to determine the rate or degree of utilization made by the City of the Services. Any such reports relating to the City may be so provided without identifying the individual and without providing any reasonable basis on which the information can be used to identify an individual. The Supplier agrees not to charge the City any fee for the provision of any such reports.

ARTICLE V MISCELLANEOUS

5.01 Relationship of the Parties. Supplier agrees that in performance of this Agreement, Supplier shall act as an independent contractor for all purposes including, but not limited to, matters relating to taxes, and none of Supplier's employees, contractors and agents shall be subject to the control, supervision and authority of the City or its TPA. This Agreement does not make or appoint Supplier the agent of the City or its TPA for any purposes.

5.02 Entire Agreement; Waiver; Amendment. This Agreement, including the Exhibits provided for herein and attached hereto, including the Procurement Agreement to which this Agreement is itself an attachment, along with all other attachments to the Procurement Agreement to which this Agreement is itself an attachment, contains the entire agreement and understanding between the parties with regard to the subject hereof and supersedes and terminates any and all prior agreements, whether written or oral, with respect to the subject matter hereof. Any amendments, additions or modifications to this Agreement must be in writing and signed by the parties. A waiver of a breach of any provision under this Agreement shall not operate as a waiver of any subsequent breach or violation hereunder.

5.03 Assignment. Except as provided in this Section 5.03, neither party hereto shall assign its rights under this Agreement to any person without the prior written consent of the other party; provided, however: (i) the Supplier has contracts with the Medical Staff or with entities which employ the Medical Staff to provide the Services in accordance with all of the requirements of this Agreement; and (ii) the parties may assign this Agreement to any entity (a) which controls, is controlled by or is under common control with such party, or (b) which acquires all or substantially all of such party's assets and business or with which such party shall merge or consolidate.

5.04 Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings used to delineate Sections contained in this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

5.05 Notices. All notices, demands, requests and other communications required or contemplated by this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) on the business day after dispatch if sent by documented overnight delivery service (such as Federal Express), (iii) on the date of transmission if sent by electronic transmission, provided that a confirmation copy of such transmission is sent no later than the following business day; or (iv) on the third business day after deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid. All such notices shall be directed to the parties at their respective addresses provided for below.

To Supplier:

Attn: Ben Baker
5141 Virginia Way
Suite 350
Brentwood, TN 37027
Fax: 615-469-6181
Email: bbaker@carehere.com

To City:

Attn: Purchasing Manager
109 Third Ave. South
P.O. Box 305
Franklin TN 37065-0305
Fax: 615-550-0079
Email: purchasing@franklintn.gov

5.06 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State wherein the Center exist, without regard to conflict of law rules or principles.

5.07 Counterparts. For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The Remainder of this Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date of this Agreement.

SUPPLIER:

CareHere, LLC

By (sign): 

By (print): Ben Baker

Title: COO

Date: 03/25/2016

CITY:

City of Franklin, TN

By (sign): _____

By (print): Eric S. Stuckey

Title: City Administrator

Date: _____

Approved as to form:

By (sign): _____

By (print): Kristen Corn

Title: _____

Date: _____



EXHIBIT A-1
FIREFIGHTER ANNUAL PHYSICAL MEDICAL EXAM SERVICES

Description of Service	Estimated quantities per year	Fee Payable
Base physical medical exam, including blood sample and urine specimen collection, laboratory analysis services, and audiometric testing services	165	\$500.00/person
Chest X-rays	27	\$30.00/person
PSA	27	\$10.00/person
TB screen	165	\$20.00/person
Hepatitis B antibody screening (Titer Test)	27	\$15.00/person
Hepatitis C screening	30	\$20.00/person
HIV screening	10	\$40.00/person

Where required by applicable law (including the law of the State wherein the Center exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.



EXHIBIT A-2

**PRE-EMPLOYMENT PHYSICALS FOR THE FRANKLIN POLICE DEPARTMENT AND
THE FRANKLIN FIRE DEPARTMENT**

Description of Service	Estimated quantities per year	Fee Payable
Base physical medical exam, including blood sample and urine specimen collection, laboratory analysis services, and audiometric testing services	30	\$500.00/person
Chest X-rays	30	\$30.00/person
PSA	15	\$10.00/person
TB screen	30	\$20.00/person
Five-panel drug screen	30	\$15.00/person*

*Medical Review Officer services associated with non-negative test results: \$25.00/test

Where required by applicable law (including the law of the State wherein the Center exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.

**EXHIBIT A-3
LAB TESTING**

Chemistry Screen

- Glucose
- Sodium
- Potassium
- Chloride
- Urea Nitrogen (BUN)
- eGFR
- Creatinine
- BUN/Creatinine ratio
- Uric Acid
- Inorganic Phosphorus
- Calcium
- Iron (TIBC)
- Total Protein
- Albumin
- Globulin
- Albumin/Globulin Ratio
- Total Bilirubin – Liver Function
- Direct Bilirubin
- Alkaline Phosphatase – Liver Function
- Gamma-GT
- AST (SGOT)
- ALT (SGPT)
- LDH – Heart Enzyme

Lipids

- Triglycerides
- Cholesterol, Total
- HDL-High Density Lipoprotein Cholesterol
- LDL-Low Density Lipoprotein Cholesterol
- VLDL-Very Low Density Lipoprotein Cholesterol
- Cholesterol / HDL-Cholesterol
- Estimated Coronary Heart Disease Risk

Urinalysis

- Color
- Appearance
- Specific gravity

- pH
- Protein
- Glucose
- Microscopic examination of urine sediment
- Ketones
- Occult blood
- Leukocyte esterase
- Nitrite
- Bilirubin
- Urobilinogen

Thyroid

- Thyroid-stimulating Hormone (TSH)
- Thyroxine (T4)
- T3 Uptake
- Free Thyroxine Index

Complete Blood Count (CBC)

- White Blood Count (WBC)
- Red Blood Count (RBC)
- Hematocrit
- Platelets
- Lymphs
- Monocytes
- Eos
- Hemoglobin
- Mean Corpuscular Volume (MCV)
- Mean Corpuscular Hemoglobin (MCH)
- Mean Corpuscular Hemoglobin Concentration (MCHC)
- Polymorphonuclear Neutrophils (Polys)
- Basos

Audiometric Testing:

- Testing at frequencies 500 up 8000Hz
- Testing on each ear completed separately
- Date and Time of Audiogram
- Examiner's name and CAOHC Certification Number

EXHIBIT B

WHERE SERVICES ARE TO BE RENDERED

Service category and individuals subject of the service category	Service category subdivision	Service	Service subdivision	Service location
For firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department	Firefighter present	Blood sample, urine specimen collection, and TB titer administration, to be completed over six (6) consecutive calendar days, Monday through Saturday but excluding City-observed holidays, between the hours of 6:00 a.m. and 10:00 a.m. Central Time	For the first three (3) days	Franklin Fire Station No. 2, 907 Murfreesboro Rd, Franklin, TN 37064
	For the second three (3) days		<ul style="list-style-type: none"> ▪ Franklin Fire Station No. 1, 500 New Hwy 96 West, Franklin, TN 37064 ▪ Franklin Fire Station No. 2, 907 Murfreesboro Rd, Franklin, TN 37064 ▪ Franklin Fire Station No. 3, 298 Mallory Station Rd., Franklin, TN 37067 ▪ Franklin Fire Station No. 4, 2039 Fieldstone Parkway, Franklin, TN 37069 ▪ Franklin Fire Station No. 5, 215 Noah Dr., Franklin, TN 37064 ▪ Franklin Fire Station No. 6, 1061 Cool Springs Blvd., Franklin, TN 37067 ▪ Franklin Fire Station No. 7, 4215 Long Lane, Franklin, TN 37064 ▪ Franklin Fire Station No. 8, 200 Front Street, Franklin, TN 37064 	
	Firefighter <u>not</u> present at the time of services being rendered at City Fire Department locations		Blood sample, urine specimen collection, and TB titer administration	CareHere facility, 5141 Virginia Way, Brentwood, TN 37027
Firefighter annual physical medical exam services <u>other than</u> blood sample, urine specimen collection, and TB titer administration		CareHere facility, 5141 Virginia Way, Brentwood, TN 37027		
Pre-employment physicals for candidates to become uniformed personnel of the Franklin Police Department or the Franklin Fire Department				CareHere facility, 5141 Virginia Way, Brentwood, TN 37027



EXHIBIT C
INSURANCE REQUIREMENTS

Before award of the procurement by the City, the successful proposer (that is, the service provider who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Professional Liability – Medical Malpractice	\$2,000,000 Combined Single Limit	Certificate Holder* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancellation, suspend work and shall, within three (3) calendar days of knowing or being notified itself of such learning, notify the City of any such material modification or cancellation.

The successful proposer agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.